



**ALASKA AEROSPACE CORPORATION**

**4300 B Street, Suite 101**

**Anchorage, Alaska 99503**

**PHONE: 907-561-3338, FAX: 907-561-3339**

**INVITATION TO BID**

**RFP No.: AAC-20-006**

**Date: February 01, 2020**

**OFFEROR NOTICE (This is NOT a Purchase Order)**

This is a bid that will not be read at public opening. The instructions to offerors and AAC general terms and conditions, and insurance and indemnity requirements should be reviewed and understood before preparing a bid. As a state agency, AAC is exempt from federal, state and local taxes. Discount for early payment shall be indicated in the spaces provided below if applicable. AAC will not pay for any information received in response to this Invitation to Bid (ITB), nor will AAC compensate any respondent for any cost incurred in developing the Proposal. All information submitted by respondents to this ITB, including appropriately marked proprietary information, will be safeguarded and protected from unauthorized disclosure. Return the proposal by the above time and date. The proposal is to be valid for at least 120 days.

**SUBMISSION LOCATION:** AACProcurement@akaerospace.com

**AAC OFFEROR QUOTATION**

Item	Description of Supply or Service	Price
1	Mission Daily Rate All-inclusive rate (e.g. fuel, oil, consumables, etc.), contractor may choose to cap based on certain amount of flight hours	
2	Standby Daily Rate All-inclusive rate (e.g. fuel, oil, consumables, etc.) Standby rate is applicable for a contracted support day which is cancelled by PSCA within the Launch Window	
3 (Optional)	Hourly Rate All-inclusive rate (e.g. fuel, oil, consumables, etc.), if contractor chooses to cap Mission Daily Rate, Hourly Rate includes additional flight hours that run over the capped Mission Daily Rate	

**OFFEROR CERTIFICATION**

**THIS SECTION MUST BE COMPLETED BY OFFEROR**

Company Name	Address	City	State	ZIP Code	Phone Number
E-Mail Address	Offeror Tax I.D. No.	Payment Terms			

Signature

Date

Type/Print Name and Title

By signature on the proposal, offerors certify that they comply with the following:

- A. the bidder has a valid Alaska business license, or will obtain one prior to contract award resulting from this ITB;
- B. the laws of the State of Alaska;
- B. the applicable portion of the Federal Civil Rights Act of 1964;
- D. all terms and conditions set out in this ITB;
- E. a condition that the bid submitted was independently arrived at, without collusion, under penalty of perjury; and
- F. that the offers will remain open and valid for at least 120 days.

## **INSTRUCTIONS TO OFFERORS**

Offerors are required to submit the AAC Offeror Quotation (listed above) and Technical Proposal to AAC for the purpose of acquiring services from the offeror that is fully responsive to the scope and offers the best price to AAC.

### **BACKGROUND**

Alaska Aerospace (AAC) requires a helicopter to pass over and surveil area surrounding the Pacific Spaceport Complex-Alaska (PSCA) during the duration of a mission window. Any changes in the schedules will be coordinated closely between the Operations Director and the Contractor.

### **TYPE OF CONTRACT**

The contracts established shall be on an as-needed basis for the duration of the launch window.

### **SOLICITATION INQUIRES AND QUESTIONS**

All questions regarding this solicitation, of a contractual or technical nature, must be in writing and submitted to AACProcurement@akaerospace.com. Please be advised AAC reserves the right to transmit those questions and answers of a common interest to all prospective bidders.

### **BID SUBMISSION**

Quotes must be submitted electronically via AACProcurement@akaerospace.com this is an open solicitation where a submission deadline does not apply (**ITB-AAC-20-006**).

### **AAC OFFEROR QUOTATION SHEET**

The AAC Offeror Quotation sheet shall be a separate volume from the technical proposal. Pricing on the quotation sheet shall include all anticipated costs to fully perform all objectives as stated in the solicitation.

## **BOUNDARY BOAT SUPPORT STATEMENT OF SERVICES**

### **REQUIREMENTS**

The Contractor shall support two (2) pass overs for the anticipated launch window. A successful launch may result in reduced days of support currently anticipated. This support entails the contractor performing the first pass over three (3) hours before the launch (T-0) and the second 1.5 hours before launch (T-0). For environmental purposes, Alaska Aerospace may require additional flight time to assist in the transportation of a qualified AAC employee to take pictures of seals surrounding the Ugak bay to ensure no disturbance has been made to the surrounding wildlife during the launch, along with a potential touch down to support stationary cameras also located on Ugak island.

Helicopter on site: T-4 hours before launch (T-0)

Passover 1: T-3 hours before launch (T-0)

Passover 2: T-1.5 hours before launch (T-0)

(Potential) Environmental Passover(s)

## Appendix A AAC General Terms and Conditions

**1. QUOTATION FORMS:** Offerors shall use this and attached forms in submitting quotes. A photocopied quote may be submitted.

**2. SUBMISSION:** Quotations shall be signed where applicable and received at the designated Purchasing Office no later than as indicated. Electronic submissions are acceptable.

**3. QUOTE REJECTION:** The Alaska Aerospace Corporation (AAC) reserves the right to reject any or all quotes, combinations of items, or lot(s), and to waive defects or minor informalities.

**4. EXTENSION OF PRICES:** In case of error in the extension of prices in the quote, the unit prices will govern; in a lot bid, the lot prices will govern. Negligence by the Offeror in preparing the quotation confers no right for the withdrawal of the quotation after it has been opened.

**5. AAC PROCUREMENT REGULATIONS:** The AAC Procurement Regulations are made a part of this document as if fully set forth herein. Regulations are available at <http://akaerospace.com/about/contracting-overview>.

**6. BUSINESS LICENSE:** Any offeror who obtains property, services or employees located on Alaskan soil must have a current Alaska Business License.

**7. PRICES:** The offeror shall state prices in the units of issue on this ITB. Prices quoted for commodities must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized without further cost. Prices quoted for services must be quoted in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the services can be provided without further cost. Prices quoted must be exclusive of federal, state, and local taxes. If the offeror believes that certain taxes are payable by the State, the offeror may list such taxes separately, directly below the bid price for the affected item. The State is exempt from Federal Excise Tax except the following:

- Coal - Internal Revenue Code of 1986 (IRC), Section 4121 - on the purchase of coal;
- "Gas Guzzler" - IRC, Section 4064 - on the purchase of low m.p.g. automobiles, except that police and other emergency type vehicles are not subject to the tax;
- Air Cargo - IRC, Section 4271 - on the purchase of property transportation services by air;
- Air Passenger - IRC, Section 4261 - on the purchase of passenger transportation services by air carriers.

**8. PAYMENT DISCOUNT:** Discounts for prompt payment will not be considered in evaluating the price you quote. However, AAC shall be entitled to take advantage of any payment discount(s) offered by the Offeror provided payment is made within the discount period. Payment discount periods will be computed from the date of receipt of the commodities or services and/or a correct invoice, whichever is later. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice.

**9. OFFEROR TAX ID NUMBER:** If goods or services procured through this RFP are of a type that is required to be included on a Miscellaneous Tax Statement, as described in the

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Internal Revenue Code, a valid tax identification number must be provided to the AAC before payment will be made.

**10. SEVERABILITY:** If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

**11. TITLE:** Title passes to AAC for each item at FOB destination.

**12. FILING A PROTEST:** An offeror shall attempt to informally resolve a dispute with the procurement officer regarding a procurement. If the attempt is unsuccessful, the Offeror may protest the solicitation or the award of a contract under AAC Regulation 1.070. The protest must be filed in writing with AAC and include the following information: (1) the name, address, and telephone number of the protester; (2) the signature of the protester or the protester's representative; (3) identification of the solicitation or contract at issue; (4) a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and (5) the form of relief requested.

**13. COMPLIANCE:** In the performance of a contract that results from this RFP, the contractor must comply with all applicable federal, state, and municipal regulations, codes, and laws; and be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state, and municipal taxes.

**14. SUITABLE MATERIALS, ETC.:** Unless otherwise specified, all materials, supplies or equipment offered by a offeror shall be new, unused, and of the latest edition, version, model or crop and of recent manufacture.

**15. SPECIFICATIONS:** Unless otherwise specified in the RFP, product brand names or model numbers are examples of the type and quality of product required and are not statements of preference. If the specifications describing an item conflict with a brand name or model number describing the item, the specifications govern. Reference to brand name or number does not preclude an offer of a comparable or better product, if full specifications and descriptive literature are provided for the product. Failure to provide such specifications and descriptive literature may be cause for rejection of the offer.

**16. PROPOSAL PREPARATION COSTS:** AAC is not liable for any costs incurred by the offeror in proposal preparation.

**17. ASSIGNMENT(S):** Assignment of rights, duties, or payments under a contract resulting from this ITB is not permitted unless authorized in writing by the AAC procurement officer. Quotes that are conditioned upon the AAC's approval of an assignment will be rejected as nonresponsive.

**18. FORCE MAJEURE:** (Impossibility to perform) The contractor is not liable for the consequences of any failure to perform, or default in performing, any of its obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the contractor. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery,

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equipment or labor because of priority, allocation or other regulations of any governmental authorities.

**19. LATE QUOTES:** Late quotes are quotes received after the time and date set for receipt of the quotes. Late quotes will not be accepted.

**20. DISPUTES:** Any dispute arising out of this agreement shall be resolved under the laws of Alaska. Any appeal of an administrative order or any original action to enforce any provision of this agreement or to obtain any relief from or remedy in connection with this agreement may be brought only in the superior court for the State of Alaska.

**21. BILLING INSTRUCTIONS:** Invoices must be billed to AAC's address shown on the individual Purchase Order or Contract Award. AAC will make payment after it receives the merchandise or service and the invoice. Questions concerning payment must be addressed to AAC.

**22. OFFERORS WITH DISABILITIES:** AAC complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to participate in this procurement should contact the procurement officer named on the cover page of this RFP as soon as possible, but no later than the date and time quotations are due to make any necessary arrangements.

**23. ALL OR NONE QUOTE:** The offeror shall state a price for each item of equipment on which a quotation is requested. A bid stating a quotation for less than all items will be rejected as nonresponsive. AAC will consider bids and award a contract on an "all or none" basis, to the offeror whose bid results in the lowest cost for all items on which a quotation is requested.

**24. TERMINATION FOR DEFAULT:** If AAC determines that the contractor has refused to perform the work or has failed to perform the work with such diligence as to ensure its timely and accurate completion, the CEO may, by providing written notice to the contractor, terminate the contractor's right to proceed with part or all of the remaining work. AAC is liable only for payment in accordance with the payment provisions of this Agreement for supplies/services rendered before the effective date of termination.

**25. TERMINATION FOR CONVENIENCE:** AAC may terminate this Agreement, in whole or in part, when it is in the best interest of AAC. AAC is liable only for payment in accordance with the payment provisions of this Agreement for supplies/services rendered before the effective date of termination.

## **APPENDIX B**

### **INDEMNITY AND INSURANCE**

#### **Article 1 - Indemnification**

Contractor shall indemnify, defend with counsel of AAC's choice and hold harmless AAC, its officers, agents, and employees from all liability, including reasonable costs and expenses, for all actions or claims resulting from injury or death to any person or damages sustained by any person or property arising directly or indirectly as a result of any breach of this Agreement or negligent or wrongful act of Contractor or its subcontractors, or anyone directly or indirectly employed by either of them, in the performance of this Agreement.

All actions or claims including costs and expenses resulting from injury or death to any person or damages sustained by any person or property arising directly or indirectly from Contractor's performance of this Agreement which are caused by the joint negligence of AAC and Contractor shall be apportioned on a comparative fault basis.

#### **Article 2 - Insurance**

Without limiting Contractor's indemnification, it is agreed that Contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this Agreement the following policies of insurance which shall name AAC as an insured and contain an appropriate waiver of subrogation in favor of AAC. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If Contractor's policy contains higher limits, AAC shall be entitled to coverage to the extent of such higher limits. Certificates of insurance must be furnished to AAC prior to beginning work and must provide for a 30-day prior notice to AAC of cancellation, nonrenewal or material change. Failure to furnish satisfactory evidence of insurance or any lapse of the policy is a material breach and grounds for termination of this Agreement.

#### **Article 3 - Worker's Compensation Insurance**

For all employees of Contractor engaged in work under this Agreement, Worker's Compensation insurance as required by AS 23.30.045. Contractor shall be responsible for Workers' Compensation insurance for any subcontractor who directly or indirectly provides service under this Agreement. This coverage must include statutory coverage for states in which employees are engaging in work and employer's liability protection not less than \$100,000 per person, \$100,000 per occurrence. Where applicable, coverage for all federal acts (i.e. U.S.L.&H and Jones Acts) must also be included.

#### **Article 4 – Protection and Indemnity**

Marine Protection and Indemnity (P&I) coverage with limits not less than \$500,000 per occurrence for all vessel operations. AAC shall be named as additional insured. This insurance shall be considered to be primary and non-contributory to any other insurance carried by AAC through self-insurance or otherwise.

#### **Article 5 – Hull and Machinery**

Not required.

#### **Article 6 – Pollution Liability**

Not required.

#### **Article 5 - Automobile Liability**

Covering all owned, hired and non-owned vehicles with coverage limits not less than \$300,000 per person/\$500,000 per occurrence bodily injury and \$50,000 property damage.